

**ASSISTANCE AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
CONNECTICUT FAIR HOUSING CENTER**

**THIS ASSISTANCE AGREEMENT** (this "**Agreement**") is entered into as of the Effective Date (as defined below) by and between the State of Connecticut (the "**State**"), acting herein by its Department of Housing ("**DOH**"), acting by the Commissioner of Housing (the "**Commissioner**"), pursuant to the provisions of the Connecticut General Statutes ("**CGS**"), Chapter 46, Sec. 4-8 and Appropriation Funding FY 19-20 and in effect from time to time (the "**Act**") and the Connecticut Fair Housing Center (the "**Grantee**"), organized and existing pursuant to the laws of the State, acting by Erin Kemple, its duly authorized Executive Director. All capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth for such terms in the Act.

**WITNESSETH THAT,**

**WHEREAS**, the Act establishes a program (the "**Statutory Program**") to provide financial assistance for fair housing; and

**WHEREAS**, the Grantee has submitted to DOH a request for financial assistance in connection with a program (the "**Program**") to support fair housing activities that promote fair housing choices for all citizens in Connecticut, through a broad range of activities, including foreclosure prevention services in accordance with the requirements and programmatic parameters set forth in Schedule A, attached hereto and incorporated herein (the "**Program Parameters**"); and

**WHEREAS**, as part of its request for financial assistance, the Grantee submitted to DOH a Program Budget for the Program, attached hereto as Schedule B and made a part hereof (as the same may be amended from time to time, the "**Program Budget**"); and

**WHEREAS**, following its review of the Program and the Grantee's request for financial assistance, DOH is willing to make a grant to the Grantee in the maximum amount of up to Six Hundred Seventy Thousand and 00/00 Dollars (\$670,000) (the "**Grant**"), utilizing funds available to DOH, for the intended uses and purposes of the Program, subject to the Grantee's compliance with and satisfaction of the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee and DOH hereby agree as follows:

**ARTICLE 1**

**DEFINITIONS**

1.1 "**ACH**" shall mean the Electronic Fund Transfer Automated Clearing House system administered by the OSC.

1.2 "**Act**" shall have the meaning assigned to such term in the Preamble.

1.3 "**Account**" shall mean the Grantee's bank account which has been set up through the ACH system to receive funds pursuant to the terms of this Agreement.

1.4 **"Affirmative Marketing"** INTENTIONALLY OMITTED.

1.5 **"Affirmative Marketing Plan"** INTENTIONALLY OMITTED.

1.6 **"Affordable Housing"** INTENTIONALLY OMITTED.

1.7 **"Affordability Period"** INTENTIONALLY OMITTED.

1.8 **"Affordable Unit"** INTENTIONALLY OMITTED.

1.9 **"Agreement"** shall have the meaning assigned to such term in the Preamble.

1.10 **"AMI"** INTENTIONALLY OMITTED.

1.11 **"CGS"** shall have the meaning assigned to such term in the Preamble.

1.12 **"Claim"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.13 **"Closing"** shall mean the closing of the Grant to be held pursuant to the terms and conditions of this Agreement at such time and place as the Grantee and DOH shall agree.

1.14 **"Collateral"** INTENTIONALLY OMITTED.

1.15 **"Commissioner"** shall have the meaning assigned to such term in the Preamble.

1.16 **"Confidential Information"** shall mean any sensitive security information or personally identifiable information about an individual that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, telephone number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as facial images, fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the State classifies as "personal," "confidential," "restricted," or "highly restricted," including, but not limited to medical or disability information. Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.

1.17 **"Confidential Information Security Incident"** shall mean, generally, an instance where an unauthorized person or entity is suspected of having accessed Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; (4) if such Confidential Information is maintained in a manner that allows for or causes

a substantial risk of identity theft or fraud to an individual, Grantee, contractor, DOH, the Connecticut Department of Administrative Services ("DAS") or the State; or (5) the accessing or disclosure of Confidential Information by any person for unauthorized purposes, regardless of whether the Confidential Information is encrypted.

1.18 **"Construction Contract"** INTENTIONALLY OMITTED.

1.19 **"Cost Certification and Independent Auditor's Report"** shall mean a written accounting prepared by or on behalf of the Grantee detailing the expenditure of all funds associated with the Program, including the Program Funds, which accounting compares the expenditure of funds for the Program with the Program Budget and has been certified to by an independent public accountant, as defined by generally accepted government auditing standards (GAGAS), licensed to practice by the State of Connecticut Board of Accountancy.

1.20 **"Default Rate"** shall mean a per annum rate of interest equal to lesser of twelve percent (12%) and the highest rate of interest allowable under applicable law.

1.21 **"Disbursement"** shall mean an advance of Program Funds by DOH to the Grantee for Eligible Costs.

1.22 **"DOH"** shall have the meaning assigned to such term in the Preamble.

1.23 **"Drawings and Specifications"** INTENTIONALLY OMITTED.

1.24 **"Effective Date"** shall mean the date on which this Agreement is executed by all parties hereto, including, if applicable, the Attorney General of the State of Connecticut or his or her designee.

1.25 **"Eligible Applicant"** shall have the meaning assigned to such term in CGS § 8-37pp (a)(4).

1.26 **"Eligible Costs"** shall mean the costs for which Program Funds are to be used by the Grantee in completing the Program as set forth in the Program Budget and in those documents required to be submitted for each Disbursement; provided, however, that costs incurred in connection with any activity that is determined by DOH to be ineligible under the Statutory Program shall not constitute Eligible Costs.

1.27 **"Eligible Funding Recipient"** INTENTIONALLY OMITTED.

1.28 **"Eligible Project"** INTENTIONALLY OMITTED.

1.29 **"Event of Default"** shall have the meaning assigned to such term in Section 8.1.

1.30 **"General Contractor"** INTENTIONALLY OMITTED.

1.31 **"Grant"** shall have the meaning assigned to such term in the Recitals.

1.32 **"Grantee"** shall have the meaning assigned to such term in the Preamble.

1.33 **"Grantee Parties"** INTENTIONALLY OMITTED.

1.34 **"HUD"** shall mean the United States Department of Housing and Urban Development or its successor agency.

1.35 **"Latest Affordability Period"** INTENTIONALLY OMITTED.

1.36 **"Mortgage"** INTENTIONALLY OMITTED.

1.37 **"OSC"** shall mean the Office of the State Comptroller.

1.38 **"Other Funds"** INTENTIONALLY OMITTED.

1.39 **"Per Unit Allocation"** INTENTIONALLY OMITTED.

1.40 **"Pledge"** shall have the meaning assigned to such term in Section 2.5.

1.41 **"Program"** shall have the meaning assigned to such term in the Recitals.

1.42 **"Program Budget"** shall have the meaning assigned to such term in the Recitals.

1.43 **"Program Completion Date"** shall mean the earlier of (i) the date that DOH shall have determined that the Program has been completed in accordance with this Agreement and (ii) the Required Completion Date.

1.44 **"Program Documents"** shall mean this Agreement and all other documents executed by the Grantee in connection with this Agreement.

1.45 **"Program Funds"** shall mean funds made available to the Grantee by DOH under the Statutory Program for the Program pursuant to this Agreement.

1.46 **"Program Income"** INTENTIONALLY OMITTED.

1.47 **"Program Parameters"** shall have the meaning assigned to such term in the Recitals.

1.48 **"Program Timetable"** shall mean the timetable for the Program which has been submitted to DOH by the Grantee and is attached hereto as Schedule C and made a part hereof, which document shows the major milestones toward the completion of the Program, including, but not limited to, the commencement and completion dates for the Program.

1.49 **"Progress Report"** shall have the meaning assigned to such term in Section 7.26.

1.50 **"Project"** INTENTIONALLY OMITTED.

1.51 **"Project Architect"** INTENTIONALLY OMITTED.

1.52 **"Project Borrower"** INTENTIONALLY OMITTED.

1.53 **"Project Loan"** INTENTIONALLY OMITTED.

1.54 **"Project Loan Documents"** INTENTIONALLY OMITTED.

1.55 **"Project Loan Mortgage"** INTENTIONALLY OMITTED.

1.56 "Project Loan Note" INTENTIONALLY OMITTED.

1.57 "Project Property" INTENTIONALLY OMITTED.

1.58 "Request for Payment/Expense Verification" shall mean the document submitted by the Grantee to request a Disbursement, containing the required information and certifications, and in the form specified by DOH.

1.59 "Required Completion Date" shall mean June 30, 2020.

1.60 "Restrictive Covenant" INTENTIONALLY OMITTED.

1.61 "State" shall have the meaning assigned to such term in the Preamble.

1.62 "Statutory Program" shall have the meaning assigned to such term in the Recitals.

1.63 "Tenant Selection Plan" INTENTIONALLY OMITTED.

1.64 "Unit" INTENTIONALLY OMITTED.

## ARTICLE 2

### GRANT

2.1 Agreement to Make Grant. On the basis of and in reliance on the representations, warranties and covenants of Grantee in this Agreement, the other Program Documents, and the materials submitted by the Grantee to DOH in connection with the Closing, and subject to the availability of funding to DOH and the Grantee's compliance with and full satisfaction of each of the terms and conditions of this Agreement, DOH agrees to make the Grant to Grantee on such terms as are set forth in this Agreement.

2.2 Terms and Conditions. In addition to all other terms and conditions contained in this Agreement and the other Program Documents, the Grant shall be subject to the following terms and conditions:

(a) Program Budget. Program Funds may be used solely to pay or reimburse Eligible Costs in accordance with the Program Budget

(b) Program Parameters. The Program shall be administered by the Grantee in accordance with the Program Parameters.

(c) INTENTIONALLY OMITTED.

(d) Default. Notwithstanding anything to the contrary in this Agreement, upon the occurrence or during the existence of an Event of Default, the obligation to make Disbursements may, in DOH's sole discretion, be terminated and all amounts advanced under this Agreement may, at DOH's option, become immediately due and payable to DOH together with interest thereon at the Default Rate from the date of DOH's notice of such Event of Default until repaid, together with all fees, costs and expenses payable pursuant to this Agreement and the other Program Documents.

(e) Injunctive Relief. INTENTIONALLY OMITTED.

2.3. Closing. On or prior to the Closing, the Grantee shall have executed and delivered to DOH this Agreement and all other Program Documents.

2.4. Other Funds. INTENTIONALLY OMITTED.

2.5. Notice of Lien. INTENTIONALLY OMITTED.

2.6. Appraisal. INTENTIONALLY OMITTED.

2.7. Repayments. Any unexpended Program Funds disbursed to the Grantee and/or interest or similar income derived from such Program Funds shall be returned to DOH upon demand. If the Program is terminated prior to completion, the Grantee shall repay all Program Funds disbursed to the Grantee but not expended as of the date of DOH's notice to the Grantee of such termination.

### ARTICLE 3

#### SUBSTANTIVE CONDITIONS TO DOH'S OBLIGATION TO CLOSE THE GRANT

The obligation of DOH to enter into this Agreement and make the Grant (including, without limitation, the initial Disbursement thereof) is subject to the satisfaction of the following substantive conditions:

3.1. Existence, Qualification, and Authority. The Grantee shall provide to DOH any evidence required by DOH to demonstrate the existence, qualification, and authority of the Grantee to execute this Agreement and to perform the acts necessary to complete the Program.

3.2. Grantee's Insurance. The Grantee shall have obtained all required insurance in amounts, form, substance and quality acceptable to DOH, as described more fully in Schedule D attached hereto and made a part hereof.

3.3. Program Timetable. The Grantee shall have submitted to DOH the Program Timetable.

3.4. Anti-displacement and Relocation Assistance Plan. If applicable, the Grantee shall have provided to DOH a residential anti-displacement and relocation assistance plan, which plan shall be subject to DOH's review and approval. The Grantee must comply with the plan and all applicable law if persons are displaced as a result of the Program, including compliance with CGS Chapter 135, the Uniform Relocation Assistance Act.

3.5. Pledge. INTENTIONALLY OMITTED.

3.6. Mortgages. INTENTIONALLY OMITTED.

3.7. Affirmative Marketing Plan; Tenant Selection Plan. INTENTIONALLY OMITTED.

### ARTICLE 4

#### GRANTEE'S OBLIGATIONS PRIOR TO THE COMMENCEMENT OF PROJECTS

The Grantee shall satisfy the following substantive conditions:

- 4.1 Security. INTENTIONALLY OMITTED.
- 4.2 Lease. INTENTIONALLY OMITTED.
- 4.3 Contractors' Insurance. INTENTIONALLY OMITTED.
- 4.4 Permits and Approvals. INTENTIONALLY OMITTED.
- 4.5 Construction Drawings and Specifications. INTENTIONALLY OMITTED.
- 4.6 Procurement Standards. INTENTIONALLY OMITTED.
- 4.7 General Contractor. INTENTIONALLY OMITTED.
- 4.8 Construction Contract; Other Contracts. INTENTIONALLY OMITTED.
- 4.9 Anti-displacement and Relocation Assistance Plan. INTENTIONALLY OMITTED.
- 4.10 Flood Management Certification. INTENTIONALLY OMITTED.
- 4.11 Set-Aside for Small contractors and Minority business enterprises.

(a) It is the policy of DOH that recipients of financial assistance from DOH shall contract with "Small contractors" and "Minority business enterprises" (each as defined in CGS § 4a-60g) for projects for which such financial assistance is provided by DOH. To comply with this policy, if the Program includes the construction, rehabilitation or redevelopment of Project Properties by the Grantee, the Grantee shall make a good faith effort:

- (i) to award contracts for at least twenty-five percent (25%) of the total financial assistance from DOH to Small contractors; and
- (ii) to award at least twenty-five percent (25%) of the Small contractor set-aside amount to Minority business enterprises.

The Grantee may, but is not obligated to, award set-aside contracts through one or more competitive solicitations in which only Small contractors and Minority business enterprises may compete.

(b) DOH's policy on set-aside contracts shall apply only when the Grantee enters into a contract or portions of contracts for costs pertaining to construction, rehabilitation, renovation or maintenance activities and the purchase of goods and services, including project planning costs. For purposes of this section, "**goods and services**" means the purchase of, and contracts for, supplies, materials, equipment, and contractual services, except gas, water, and electric light and power services.

(c) The Grantee shall report its good faith efforts to comply with this policy and list all Small contractors and Minority business enterprises to which the Grantee awarded contracts and the amount of each such contract award in the Progress Report described in Section 7.26.

- 4.12 Intentionally Omitted.

## ARTICLE 5

### PROCEDURAL CONDITIONS TO DOH'S OBLIGATION TO MAKE DISBURSEMENTS

The obligation of DOH to make each Disbursement is subject to the satisfaction of the following procedural conditions:

5.1 Grantee's Certification. The Grantee shall submit to DOH a Request for Payment/Expense Verification form, certifying that, as of the date of each such request for Disbursement:

(a) The representations and warranties of the Grantee contained in or incorporated by reference in Article 6 of this Agreement continue to be true, complete and accurate.

(b) The Grantee has carried out all of its obligations and is in compliance with all the covenants specified in Article 7 of this Agreement, to the extent that such obligations or covenants are required to have been carried out or are applicable at the time of the request for the Disbursement.

(c) The Grantee has not committed or suffered any act, event, occurrence, or circumstance that constitutes an Event of Default or that with the passage of time or giving of notice or both would constitute an Event of Default.

(d) The Disbursements previously made, if any, have been used solely to pay or reimburse Eligible Costs actually incurred or paid by the Grantee in accordance with this Agreement. The Grantee's certification shall include: a schedule showing expenditures made by the Grantee in connection with the Program, itemized as may be reasonably requested by DOH; and a statement of the balance of the Disbursements, if any, held by the Grantee.

(e) The Disbursement requested will be used solely to pay or reimburse Eligible Costs actually incurred or paid by the Grantee in accordance with this Agreement. The Grantee's certification shall include: a schedule showing expenditures to be made by the Grantee in connection with the Program, itemized as may be reasonably requested by DOH; and a statement that the itemized obligations have been properly incurred, are properly chargeable against the Grant, and have not been the basis of any previous Disbursement.

5.3 Contractor's Certification. INTENTIONALLY OMITTED.

5.4 Documentation. The Grantee shall maintain such documentation, including, but not limited to, invoices for work completed and in place and for materials purchased and suitably stored, as DOH may reasonably request, and shall submit to DOH a complete and accurate copy of any document so maintained, upon request by DOH.

5.5 Disbursements. The first Disbursement may be requested on or after the Effective Date and shall be for an amount not greater than One Hundred Sixty Seven Thousand Five Hundred and 00/00 Dollars (\$167,500). Thereafter, each Disbursement shall be in an amount not greater than One Hundred Sixty Seven Thousand Five Hundred and 00/00 Dollars (\$167,500) and may be requested not more frequently than quarterly. Each Disbursement shall be contingent on the Grantee making satisfactory progress toward the completion of the Program and the amount of each Disbursement shall reflect the approximate extent to which the Program has been completed.



DOH shall use reasonable efforts to process Disbursement requests within thirty (30) days from its receipt of each request. Each request for a Disbursement will be processed upon compliance with all of the terms, conditions and covenants of this Agreement. DOH shall not be obligated to make any Disbursement unless DOH is satisfied, in its sole discretion, that the conditions precedent to the making of such advances have been satisfied by Grantee.

5.6 Establishment of Accounts. In order to facilitate the making of Disbursements, the Grantee agrees as follows:

(a) OSC ACH. Upon the execution of this Agreement, the Grantee shall provide current, verifiable bank account information for the Account to the OSC by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, available at <http://www.osc.ct.gov/apd/eftprogram/index.html>, and such additional information as the OSC may require.

(b) Requisition Form. In order to bring about the transfer of Program Funds to the Account, the Grantee shall requisition funds on forms provided by DOH and in the manner prescribed by this Agreement. Payment to the Grantee will be made based upon said requisition forms.

(c) Pre-agreement Costs. No costs incurred prior to July 1, 2019 are eligible for payment from the Grant.

5.7 Recording Documents. INTENTIONALLY OMITTED.

5.8 Disbursements Not Approval of Work. The making of any Disbursement by DOH shall not be deemed an acceptance or approval by DOH (for the benefit of the Grantee or any other party) of the work done or improvements constructed.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES OF THE GRANTEE

The Grantee represents and warrants, as of the date hereof, the following:

6.1 Existence and Qualification. The Grantee is a 501(c)3 organization duly organized and validly existing and qualified to do business under the laws of the State of Connecticut and is in full compliance with all recording and filing requirements.

6.2 Authority. The Grantee has the requisite power, right, and legal authority to execute, deliver, and perform its obligations under this Agreement and the other Program Documents and has taken all action necessary to authorize the execution, delivery, performance, and observance of its obligations under this Agreement and the other Program Documents. This Agreement and the other Program Documents, when executed and delivered, shall constitute the legal, valid, and binding obligation of the Grantee enforceable against the Grantee in accordance with their respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

6.3. No Litigation Material to Financial Condition or Program. Except as disclosed to and approved by DOH in writing, there is no action, proceeding, investigation, litigation, or administrative proceeding now pending before any court or governmental body or agency, nor, to the best of the Grantee's knowledge, is any such action, proceeding, investigation, litigation, or administrative proceeding threatened, or anticipated against Grantee or the Program that, if adversely determined, (i) would have a material adverse effect on the financial condition, business, or assets of the Grantee or on the Grantee's ability to perform and observe its obligations under this Agreement or any of the other Program Documents or that would either directly or indirectly have an adverse effect on or impair the completion of the Program or (ii) would limit or impair the validity or enforceability of this Agreement or any other Program Document or of any action to be taken under this Agreement or would materially or substantially impair the Grantee's ability to perform and observe its obligations under this Agreement or any other Program Document.

6.4. No Conflict of Interest. The Grantee has adopted and agrees to enforce measures appropriate to assure that no officer, agent or employee of the Grantee shall have or acquire voluntarily an interest in an agreement or proposed agreement in connection with the undertaking of the Program.

6.5. No Legal Bar. The execution, delivery, performance, or observance by the Grantee of this Agreement and the other Program Documents will not, to the best of Grantee's knowledge, materially violate or contravene any provisions of: (a) any existing law or regulation, or any order or decree of any court, governmental authority, bureau, or agency; (b) the bylaws and all other organizational documents of the Grantee; or (c) any mortgage, indenture, security agreement, contract, undertaking, or other agreement or instrument to which the Grantee is a party or that is binding on any of its properties or assets, the result of which would materially or substantially impair the Grantee's ability to perform and discharge its obligations or its ability to complete the Program in accordance with this Agreement.

6.6. No Violation of Law. To the best of the Grantee's knowledge, this Agreement and the undertaking, completion, and use and occupancy of the Program as contemplated by the Grantee and in accordance with this Agreement do not violate any existing federal, state, or local laws or regulations.

6.7. Assurance of Governmental Approvals and Licenses. The Grantee has obtained and, to the best of the Grantee's knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, permits, and licenses required by law to be obtained by the Grantee for the Program as of the date hereof.

6.8. Commingling. The Grantee will not commingle any Program Funds with any other funds of the Grantee that are not required to be used solely for the Program, from whatever source derived, without in each case prior written approval of DOH. The Grantee has and will at all times prior to the Program Completion Date have controls sufficient in DOH's determination, to document properly the allocation of all funds and expenditures with regard to the Program.

6.9. Representations in Other Documents. All statements contained in the application filed by the Grantee with DOH, all certifications, financial statements, legal opinions or other instruments delivered by or on behalf of the Grantee pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made as of the date of this Agreement, and as of the date of each Disbursement. All representations and warranties made under this Agreement are correct and complete and shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by DOH.

6.10 Eligible Applicant. The Grantee is an Eligible Applicant.

6.11 No Events of Default. The Grantee has not committed or suffered any act, event, occurrence, or circumstance that constitutes an Event of Default or that with the passage of time or giving of notice or both would constitute an Event of Default.

6.12 Foreign Assets Control Regulations. Neither the receipt of funds by the Grantee nor the use of the proceeds thereof will violate the Foreign Assets Control Regulations, the Foreign Funds Control Regulations, the Transactions Control Regulations, the Cuban Assets Control Regulations, the Iranian Assets Control Regulations or any other transaction or asset control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended).

6.13 Anti-Terrorism Laws.

(a) Neither the Grantee nor any person or entity which controls, is controlled by or under common control with the Grantee is in violation of any laws or regulations relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Federal Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56.

(b) Neither the Grantee nor any person or entity which controls, is controlled by or under common control with the Grantee is a Prohibited Person. A "**Prohibited Person**" is any of the following:

(i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a person or entity with whom any bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list.

(c) The Grantee (i) does not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) does not deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(d) The Grantee shall not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law (and Grantee shall deliver to the DOH any certification or other evidence requested from time to time by the DOH in its reasonable discretion, confirming Grantee's compliance herewith).

6.14 Other Defaults. The Grantee is not in default under any document or agreement to which it is a party and which affects the Program.

6.15 Debarment and Suspension. The Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity.

6.16 No Convictions, Terminations or Improper Arrangements. The Grantee hereby represents and warrants that it:

(a) has not, within the three years preceding this Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under this Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

(b) is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(c) has not within the three (3) years preceding this Agreement had one or more contracts with any governmental entity terminated; and

(d) has not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement or any assignments made in accordance with the terms of this Agreement.

6.17 Taxes and Compliance. The Grantee hereby represents and warrants that:

(a) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(b) it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(c) it does not owe any unemployment compensation contributions; and

(d) all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse.

6.18 Representations Applicable to Grantee Parties. INTENTIONALLY OMITTED.

6.19 Use of Program Funds. All Program Funds received by the Grantee to date have been used to pay or reimburse the Grantee for Eligible Costs.

## ARTICLE 7

### GENERAL COVENANTS AND AGREEMENTS OF THE GRANTEE

Grantee covenants and agrees to the following until the expiration of this Agreement or such later date as is otherwise specified below:

7.1 Maintenance of Existence, Qualification, and Authority. The Grantee shall maintain the existence, qualifications, and authority necessary to continue its business and shall comply with all laws and regulations applicable to it, its property, and its operations, the noncompliance with which could materially affect its business, its financial condition, or the Program. The Grantee shall not permit a change in the ownership of the Grantee nor shall the owners of the Grantee permit a change in the ownership of themselves or of the Grantee, without in each case the prior written consent of DOH.

7.2 Financial Statements. The Grantee shall furnish to DOH, if requested, within one hundred twenty (120) days of the end of each of the Grantee's fiscal year(s), or earlier as determined by DOH: (1) its financial statements in form acceptable to DOH; and (2) such additional financial and other information as DOH may in its sole discretion require from time to time.

7.3 Payment of Liabilities. The Grantee shall pay and discharge in the ordinary course of its business all material obligations and liabilities, the nonpayment of which could have a material or adverse impact on its financial condition, business, or assets or on the operation of the Program, except such obligations and liabilities that have been disclosed to DOH in writing and are being contested by the Grantee in good faith by appropriate proceedings and with respect to which adequate reserves have been established on the books of the Grantee to the extent required by Generally Accepted Accounting Principles ("GAAP").

7.4 Compliance with Laws. The Grantee shall promptly and faithfully comply with, conform to and obey all present and future federal, state and local statutes, regulations, rules, ordinances and other legal requirements applicable, by reason of the Grant or otherwise, to the Program.

7.5 Use of Program Funds. The Grantee covenants and agrees that it shall use the Program Funds only to pay or reimburse Eligible Costs and in accordance with the Program Timetable and the Program Budget, as either may be modified from time to time in accordance with this Agreement. If any Program Funds shall be determined to have been used by the Grantee for something other than an Eligible Cost, the Grantee shall immediately pay DOH, from the Grantee's own funds (i.e. funds from a source other than DOH or any other State agency), all Program Funds determined to have been used for something other than an Eligible Cost provided, however, that the Grantee shall, subject to its full cooperation with DOH, be entitled to participate in any opportunity to remedy, contest, or appeal such determination.

7.6 Restrictive Covenant. INTENTIONALLY OMITTED.

7.7 Ownership of Project Properties. INTENTIONALLY OMITTED.

7.8 Cure Title Defects. INTENTIONALLY OMITTED.

7.9 No Other Liens. INTENTIONALLY OMITTED.

7.10 Discharge of Liens. The Grantee shall discharge, bond, or insure over (or cause to be discharged, bonded, or insured over), to the satisfaction of DOH, any mechanic's, laborer's, materialman's, warehouseman's, or other lien within thirty (30) days after the date the lien is filed.

7.11 Labor Law Compliance and Records. To the extent applicable, the Grantee, the General Contractor, and all other parties performing any work in connection with a Project shall comply with the provisions of CGS § 31-69a through § 31-76k. All contracts entered into by the Grantee for the purpose of undertaking a Project shall comply with all applicable federal, state and local labor laws, regulations, standards and other legal requirements.

7.12 Projects. INTENTIONALLY OMITTED.

7.13 Compliance with Environmental Laws. At all times the Grantee shall be in compliance with, each existing and any future environmental law, rule, regulation, ordinance, or statute. The Grantee shall permit DOH's employees and agents, from time to time, to conduct inspections on the Grantee's premises. If DOH suspects or identifies any such violation, the Grantee shall be entitled to notice and opportunity to cure such violation or provide DOH evidence demonstrating that such violation does not exist, in either case within thirty (30) days of DOH's notice. If the actual or suspected violation is neither cured nor demonstrated not to exist within such thirty (30) day period, DOH shall have the right to retain an independent consultant to inspect and test the subject property for such violation and the Grantee shall pay for the cost of the independent consultant or, at DOH's option, DOH may either pay such cost and treat such amount as if it had been paid to the Grantee in the form of a Disbursement or invoice the Grantee with payment pursuant to such invoice to be due within thirty (30) days. Additionally, the Grantee agrees:

(a) that DOH shall not be directly or indirectly involved with the removal or abatement of asbestos, asbestos containing materials, and lead based paint or the removal of other hazardous or toxic chemicals, materials, substances, or wastes and that full responsibility of supervision and oversight of such work shall be solely with the Grantee;

(b) not to use, generate, manufacture, produce, store, release, discharge, or dispose of on, under, or about any property owned or leased by the Grantee or surrounding real estate or transport to or from any such property or surrounding real estate any hazardous or toxic chemical, material, substance, or waste or allow any person or entity to do so except in such amounts and under such terms and conditions permitted by applicable laws, rules, regulations, ordinances, and statutes;

(c) to give prompt written notice to DOH of the following:

(i) any proceeding or inquiry by any governmental authority with respect to the presence of any hazardous or toxic chemical, material, substance, or waste in or on any property owned or leased by the Grantee or the surrounding real estate or the migration thereof from or to any such property;

(ii) all Claims made or threatened by any third party against the Grantee, or a property owned or leased by the Grantee relating to any loss or injury resulting from any hazardous or toxic chemical, material, substance, or waste; or

(iii) the discovery, by the Grantee property owned or leased by the Grantee or any other party, of any occurrence or condition on any real property adjoining or in the vicinity of a property that would cause such Project Property or underlying or surrounding real estate or part thereof to be subject to any restrictions on the ownership, occupancy, transferability, or use thereof under any environmental law, rule, regulation, ordinance or statute, including, without limitation, the discovery of any occurrence or condition on any real property adjoining or in the vicinity of such Property.

(d) to indemnify, defend, and hold the State, including, without limitation, DOH and all DOH employees, agents, representatives, and contractors, harmless from any and all claims, actions, causes of action, demands, judgments, damages, injuries, administrative orders, consent agreements, orders, liabilities, penalties, costs, expenses (including attorney's fees and expenses), and disputes of any kind whatsoever arising out of, or relating to, the presence of, the Grantee's or any other party's use of, or the release of, any hazardous or toxic chemical, material, substance, or waste on, in, under, or from any property owned or leased by the Grantee regardless of cause or origin;

(e) to indemnify, defend, and hold State including, without limitation, DOH and all DOH employees, agents, representatives, and contractors, harmless from any and all liability arising out of or relating to any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature relating to any hazardous or toxic chemical, material, substance, or waste on, in any property owned or leased by the Grantee regardless of cause or origin; and

(f) INTENTIONALLY OMITTED.

7.14 Adequate Repair and Maintenance. INTENTIONALLY OMITTED.

7.15 Sale and/or Lease of Project Properties. INTENTIONALLY OMITTED.

7.16 Books of Account. The Grantee shall keep and maintain in its office for a minimum period of five (5) complete fiscal years after the date of the expiration of this Agreement, accurate books of account in which complete and accurate entries will be made of all dealings or transactions in relation to its business in accordance with GAAP consistently applied.

7.17 Records.

(a) The Grantee shall keep and maintain at its offices for a minimum period of five (5) complete fiscal years after the date of the expiration of this Agreement complete and accurate records and other documents relating to its receipt and disbursement of Program Funds and any other records and documents pertaining to the Program that DOH may be required to maintain or report under the Statutory Program or under the rules, regulations and policies now or hereafter applicable to the Statutory Program.

7.18 Audit and Inspection of Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Grantee's plants and places of business until the expiration of this Agreement, which plants or places of business are in any way related to, or involved in, the performance of this Agreement.

(b) The Grantee shall maintain, accurate and complete records in any way related to, or involved in, the performance of this Agreement. The Grantee shall make all of its records (in any way related to, or involved in, the performance of this Agreement) available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Grantee with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the Grantee's expense.

(e) Any duly authorized employee, agent, representative, or contractor of the State, including, but not limited to, the State Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all books of account, records, and other documents of the Grantee relating to the Project for a period of five (5) years after the expiration of this Agreement. The State may request an audit or inspection at any time during this period. The provisions of this section shall survive the expiration of this Agreement. If any claim or audit is started before the expiration of this period, the Grantee shall retain or cause to be retained all records until all Claims or audit findings have been resolved. The Grantee will cooperate fully with DOH in connection with any interim or final audit relating to any Project that may be performed. Unless otherwise required by DOH or the State, any audits must be conducted in accordance with the Audit Guide.

(f) The Grantee shall cooperate fully with DOH, the State and their respective employees, agents, representatives, or contractors in connection with an audit or inspection. Following any audit or inspection, the State may conduct, and the Grantee shall cooperate with, an exit conference.

(g) The Grantee shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Grantee Party.

(h) Each Grantee subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the Audit Guide for Audits of the State of Connecticut Department of Economic and Community Development ("DECD") programs published by DECD, as it may be modified or superseded from time to time, (the "**Audit Guide**"), and the requirements established by federal law and state statute (collectively, the "**Audit Standards**"). If the Grantee is not subject to a federal and/or state single audit, it shall be subject to a Cost Certification and Independent Auditor's Report within one hundred twenty (120) days of the Program Completion Date or at such times as required by DOH. The Cost Certification and Independent Auditor's Report shall be in the form prescribed by DOH in the Audit Guide, as the same may be amended from time to time. An independent public accountant shall conduct the audits or complete the Cost Certification and Independent Auditor's Reports, as applicable. At the sole discretion and with the approval of DOH, examiners from the State may conduct project-specific audits.



7.19 Repayment to State Based Upon Audit. In the event that the audit referred to in Section 7.18 demonstrates that the actual expenditures made by the Grantee in connection with the Program are less than the amount of the Program Funds disbursed to the Grantee, any such excess shall become immediately due and payable by the Grantee to DOH. Upon repayment by the Grantee of such excess, the stated amount of the Grant under this Agreement and as set forth in the other Program Documents shall be amended, as applicable, so as to evidence the actual amount of Program Funds received by the Grantee.

7.20 Insurance. The Grantee shall maintain insurance with the coverage and in the amounts, form, substance and quality acceptable to DOH and in conformity with the provisions of Schedule D attached hereto. Updated certificates evidencing such insurance shall be obtained by the Grantee annually until the expiration of this Agreement.

7.21 Report of Events of Default. The Grantee shall promptly give written notice to DOH upon becoming aware of any Event of Default or any act, event, occurrence, or circumstance that constitutes that with the passage of time or giving of notice or both would constitute an Event of Default.

7.22 Affirmative Marketing and Tenant Criteria. INTENTIONALLY OMITTED.

7.23 Program Income Prior to Project Completion. INTENTIONALLY OMITTED.

7.24 Insurance Proceeds. The Grantee shall deposit the proceeds of all insurance claims into the Account. Prior to the completion of the Program, all insurance proceeds shall be added to the Program Budget, subject to approval by DOH, and used solely for Eligible Costs.

7.25 Fair Housing. INTENTIONALLY OMITTED.

7.26 Progress Reports. The Grantee shall submit a quarterly program milestones and progress report, in a form and substance acceptable to DOH (each, a "**Progress Report**"). The Grantee shall submit a Progress Report to DOH no later than thirty (30) days after March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each calendar year until ninety (90) days after the Program Completion Date.

7.27 Annual Tenant/Eligible Owner Demographic Report. INTENTIONALLY OMITTED.

7.28 Access for Physically Disabled; Listing all Units. INTENTIONALLY OMITTED.

7.29 Property Standards. INTENTIONALLY OMITTED.

7.30 Environmental Remediation. INTENTIONALLY OMITTED.

7.31 Environmental Reports and Other Environmental Requirements. INTENTIONALLY OMITTED.

7.32 Environmental Hazards. INTENTIONALLY OMITTED.

## ARTICLE 8

### EVENT OF DEFAULT; REMEDIES

8.1 Event of Default. Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

(a) the failure of the Grantee to make any payment required under this Agreement or under any other Program Document, including, but not limited to, any premiums, penalties, taxes, etc., when and as the same shall become due and payable within thirty (30) days after written notice that such payments have become due and payable;

(b) except as otherwise provided herein, the failure of the Grantee to timely and properly perform any other covenant or agreement contained in this Agreement or in any other Program Document, including, without limitation, the failure to provide in a timely manner any certificate or report, notice, financial record, or other document required to be produced or requested by DOH under this Agreement, or the failure to forebear from any unpermitted act, and such failure shall continue and remain unremedied for a period of thirty (30) days after written notice thereof, provided, however, that if such failure cannot feasibly be remedied in such time, the Grantee shall have an additional thirty (30) days to remedy such failure so long as the Grantee is diligently and in good faith pursuing such remedy;

(c) any representation, warranty, or certificate given or furnished by or on behalf of the Grantee shall prove to be materially false as of the date when the representation, warranty, or certification was given, provided, however, that if any representation, warranty, or certification proves to have been materially false when so given or furnished and such falsehood shall have been due merely to the Grantee's good faith error and the Grantee or another party acting on the Grantee's behalf shall not have negligently or willfully given or furnished a false representation, warranty, or certificate, Grantee shall have a thirty (30) day opportunity after written notice thereof to cause such representation, warranty, or certification to be true and complete in every respect;

(d) the Grantee shall file, or have filed against it, a petition of bankruptcy, insolvency, or similar state or federal law, or shall file any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, and such petition shall not have been vacated within thirty (30) days; or shall be adjudicated bankrupt or insolvent, under any present or future statute, law, regulation, under state or federal law, and such judgment or decree is not vacated or set aside within thirty (30) days;

(e) the Grantee shall make an assignment for the benefit of creditors, or shall submit in writing Grantee's inability to pay its debts as they become due;

(f) a receiver, trustee, or liquidator shall be appointed for the Grantee or any substantial part of the Grantee's assets or properties, and not removed within thirty (30) days;

(g) the failure of the Grantee to commence and complete the Program on or prior to the Program Completion Date or the Grantee's abandonment or termination of the Program prior to the expiration of this Agreement;

(h) the failure of the Grantee to comply with all pertinent provisions of local, state and federal laws, rules and regulations, ordinances, orders, and other binding legal requirements in connection with this Agreement;

(i) default by the Grantee in the payment of any indebtedness for borrowed money or default with respect to any of the terms of any evidence of such indebtedness or of any indenture or other agreement relating thereto;

(j) Intentionally Omitted.

(k) the Grantee shall dissolve or liquidate, or be dissolved or liquidated, or cease to legally exist, or merge or consolidate with or into any corporation or entity, without in each instance the written consent of the Commissioner, at her sole discretion;

(l) a judgment or judgments for the payment of money shall be rendered against the Grantee and any such judgment shall remain unpaid, unstayed on appeal, unbonded, undischarged or undismissed for a period of ninety (90) consecutive days;

(m) failure of the Grantee to pay its debts as and when such debts become due or failure to pay when due and payable, the principal of, or interest on, or any other amount owed with respect to, any indebtedness for borrowed money upon which the Grantee is obligated to make payment, or the maturity of any such indebtedness shall have been accelerated in accordance with the provisions of any agreement or instrument providing for the creation of or concerning such indebtedness, or any event shall have occurred and be continuing after any applicable cure period which would permit any holder or holders of such indebtedness, any trustee or agency acting on behalf of such holder or holders or any other persons so to accelerate such maturity;

(n) INTENTIONALLY OMITTED.

(o) INTENTIONALLY OMITTED.

(p) INTENTIONALLY OMITTED.

8.2 Opportunity to Cure. Upon the occurrence of an Event of Default, the Commissioner may determine that permitting an opportunity to cure an Event of Default could jeopardize the Program, or would not be in the best interest of the State. Under those circumstances, no opportunity to cure need be given and DOH may seek other remedies. Without in any way limiting the preceding right to act without providing the opportunity to cure, the Commissioner may provide the Grantee thirty (30) days, or such longer period as the Commissioner may allow in writing, to cure or remedy the Event of Default. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner.

8.3 Remedies. Upon the happening of any one or more of the Events of Default, DOH shall have, to the fullest extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement or otherwise at law or in equity:

(a) to suspend all further Disbursements by DOH to the Grantee under this Agreement until such noncompliance is cured to the satisfaction of DOH;

(b) without notice, to declare the entire amount of the Program Funds disbursed to the Grantee immediately due and payable, whereupon the same shall become immediately due and payable, together with interest thereon at the Default Rate from the date disbursed until repaid, without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are expressly waived by the Grantee, and without relief from valuation and appraisal laws;

(c) to proceed to enforce the performance or observance of any obligations, agreements or covenants of the Grantee in this Agreement or any other Program Document;

(d) to purchase or redeem, pursuant to foreclosure proceedings, bankruptcy proceedings or other judicial proceedings, any property on which DOH holds a mortgage or other lien or in which DOH has an interest; and

(e) to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement or to protect the interests of the State.

## ARTICLE 9

### MISCELLANEOUS

9.1 Expenses Incurred Upon Event of Default. The Grantee shall reimburse DOH for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by DOH or any other State agency, as a result of one or more Events of Default by the Grantee under this Agreement.

9.2 No Assignment or Succession. Except as otherwise provided herein, neither this Agreement, nor any interest of the Grantee in, under, or to this Agreement or the Program, may be assigned or transferred by the Grantee without the prior written consent of DOH, at its sole discretion.

9.3 Amendments. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by all of the parties hereto.

9.4 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of DOH or of the Grantee, or of any other person, shall in and by itself be deemed or construed by any person to create any relationship of third party beneficiary, or of principal and agent, of limited or general partnership, or of joint venture. No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the Grantee shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that such person shall look to the Grantee as his/her sole source of recovery if not paid, and (b) except as otherwise agreed to by DOH and any such person in writing, such person may not enter any claim or bring any such action against DOH or the State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between DOH and such person, each such person shall be deemed to have waived in writing all right to seek redress from DOH or the State under any circumstances whatsoever.

9.5 Survival of Covenants. All representations, warranties, covenants, and agreements made by the Grantee in connection with this Agreement and all certificates delivered by the Grantee shall survive the execution of this Agreement and the completion of the Program and shall remain in full force and effect until the expiration of this Agreement, unless a longer period is expressly set forth herein; provided, further, that no third party shall be entitled to rely on any of the representations, warranties, covenants, agreements, or certificates herein, unless otherwise provided herein.

9.6 Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by, first-class mail, postage prepaid, addressed as follows:

If to DOH:

Department of Housing  
505 Hudson Street  
Hartford, Connecticut 06106-7107  
Attn: Commissioner of Housing

With a copy to:

Assistant Attorney General - Housing  
55 Elm Street  
Hartford, Connecticut 06106

If to the Grantee:

Connecticut Fair Housing Center  
221 Main Street, 4<sup>th</sup> floor  
Hartford, CT 06106  
Attn: Erin Kemple

With a copy to:

or to such other address or person as shall be designated from time to time by notice.

9.7 Governing Law. Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including, without limitation, execution, interpretation, performance, and enforcement.

9.8 No Waiver. Neither failure nor delay on the part of DOH in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Grantee therefrom shall be effective unless the same shall be in writing, signed on behalf of DOH by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Grantee in any case shall entitle the Grantee to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of DOH's right, or the right of any other agency of the State, to take other or further action in any circumstances without notice or demand.

9.9 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes.

9.11 Binding of All Successors and Assigns. All the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors, assigns, and legal representatives.

9.12 Severability. The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.

9.13 Headings. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

9.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between DOH and the Grantee and supersedes all prior verbal and written agreements by, between, and among the parties.

9.15 Reliance on Warranties and Representation. It is understood that DOH has relied upon each of the warranties and representations of the Grantee contained herein and would not have entered into this Agreement but for said warranties and representations.

9.16 Parole Evidence. This Agreement shall be the final repository of all of the terms, conditions, and understandings of the parties hereto. The parties mutually release and discharge each other from any prior understanding and/or agreements concerning this Program.

9.17 Sovereign Immunity. The Grantee recognizes that the State, of which DOH is a part, is sovereign and the Grantee agrees not to make any claims of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in the Commissioner's sole discretion. Nothing contained herein may be construed as a modification, compromise, waiver or limitation by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.

9.18 Forum and Choice of Law. The parties deem this Agreement to have been made in Hartford, Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

9.19 Indemnification.

(a) In addition to the specific covenants of indemnification set forth in this Agreement, the Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims or other Claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "**Acts**") of the Grantee and (2) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Grantee's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantee's bid, proposal or any records, any intellectual property rights, other proprietary rights of

any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Agreement.

(b) The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee. The State shall give the Grantee reasonable notice of any such Claims.

(d) The Grantee's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) Without limiting the other insurance requirements set forth under this Agreement, the Grantee shall carry and maintain at all times until the expiration of this Agreement, and during the time that any provisions of this Agreement survive such period, sufficient general liability insurance to satisfy its obligations under this Agreement. The Grantee shall name the State and DOH as additional insureds on the policy and shall provide a copy of the policy to DOH prior to the Effective Date. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

(f) This section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

9.20 No Third-Party Beneficiary. No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the Grantee shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to the Grantee as their sole source of recovery if not paid, and (b) except as otherwise agreed to by DOH and any such person in writing, they may not enter any claim or bring any such action against DOH or the State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between DOH or the State and such person, each such person shall be deemed to have waived in writing all right to seek redress from DOH or the State under any circumstances whatsoever.

9.21 Commercial Transaction and Waiver. THE GRANTEE AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW WITH RESPECT TO ANY REMEDY WHICH THE STATE MAY DESIRE TO USE, AND THE COMMISSIONER MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE GRANTEE TO ENFORCE THE PROVISIONS OF THE PROGRAM DOCUMENTS, WITHOUT GIVING THE GRANTEE ANY NOTICE OR OPPORTUNITY FOR A HEARING AND THE GRANTEE AUTHORIZES THE ATTORNEY FOR THE STATE TO ISSUE A WRIT FOR A PREJUDGMENT

REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

9.22 Jury Trial Waiver. THE GRANTEE HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. THE GRANTEE ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

9.23 Protection of Confidential Information.

(a) Grantee has a duty to and shall, at their own expense, protect from a Confidential Information Security Incident any and all Confidential Information that they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices - as they may be amended from time to time.

(b) Grantee and all Grantee Parties shall develop, implement and maintain a comprehensive Written Information Security Policy (WISP) for the protection of Confidential Information that meets or exceeds current industry standards as may be amended from time to time. The safeguards contained in the WISP shall meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in the written policies of DAS or DOH concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(i) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(ii) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing, or both, of Confidential Information;

(iii) A process for reviewing policies and security measures at least annually;

(iv) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(v) Encrypting Confidential Information that is stored on laptops, portable devices, and storage media or being transmitted electronically.

(c) Grantee and Grantee Parties shall notify DAS, DOH and the Connecticut Office of the Attorney General as soon as practical, but no later than the next business day, after they become aware of or suspect that any Confidential Information which Grantee or Grantee Parties have come to possess or control has been subject to a Confidential Information Security Incident. If a Confidential Information Security Incident has occurred which, in the sole opinion of DOH after consultation with the Attorney General, constitutes a breach of security as defined in CGS § 36a-701b, or otherwise (collectively, "**Breach**"),



Grantee shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DOH and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by Grantee at its own cost and expense to all individuals and entities affected by the Confidential Information Security Incident. Such credit monitoring and protection plans shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to CGS § 36a-701a. Such credit monitoring and protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Grantee's nor any Grantee Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, DOH or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Agreement.

(d) The Grantee shall incorporate the requirements of this section in all subcontracts requiring each Grantee Party to safeguard Confidential Information in the same manner as provided for in this section.

(e) Nothing in this section shall supersede in any manner Grantee's or Grantee Party's obligations pursuant to HIPAA or the provisions of this Agreement concerning the obligations of Grantee to DOH or DAS.

9.24 Laws, Regulations, Rules, Executive Orders, Employment Practices and Nondiscrimination. The Grantee shall comply with all laws, regulations, rules, executive orders, employment practices and nondiscrimination requirements set forth on Schedule G attached hereto.


## ARTICLE 10

### SPECIAL TERMS, CONDITIONS, AND COVENANTS


See Schedule A.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

## CONNECTICUT FAIR HOUSING CENTER

By:   
Name: Erin Kemple  
Title: Executive Director  
Date: 7/24/19

STATE OF CONNECTICUT  
DEPARTMENT OF HOUSING

By:   
Name: Seila Mosquera-Bruno  
Title: Commissioner  
Date: 8-1-19

~~APPROVED AS TO FORM:~~

~~OFFICE OF THE ATTORNEY GENERAL~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_~~

Not required per  
MOA with Attorney  
General's Office  
dated ~~May~~ June 2, 2019

**SCHEDULE A**

**CONNECTICUT FAIR HOUSING CENTER (CFHC)  
WORK PLAN  
JULY 1, 2019 – JUNE 30, 2020**

## **SCHEDULE A**

### **CONNECTICUT FAIR HOUSING CENTER (CFHC) WORK PLAN JULY 1, 2019 – JUNE 30, 2020**

**(1) Increase the access of people in the protected classes to the existing supply of housing through fair housing education and enforcement activities.**

- a. Perform intakes and give fair housing advice to at least 150 Connecticut households;
- b. Investigate at least 120 complaints of discrimination;
- c. Assist at least 20 Connecticut residents with disabilities in requesting reasonable accommodations and reasonable modifications;
- d. Obtain reasonable accommodations and reasonable modifications for at least 15 Connecticut households without litigation or court action;
- e. Perform at least 15 tests designed to investigate any claims of housing discrimination;
- f. Provide at least 900 hours of legal assistance to the victims of housing discrimination;
- g. Open up at least 150 units of housing to Connecticut residents in the protected classes.
- h. Provide information on the fair housing laws either orally or in writing to at least 250 victims of housing discrimination to ensure that they understand their rights and responsibilities under the fair housing laws.
- i. Distribute CFHC's "Statewide Moving Forward" guide to at least 900 Connecticut residents;
- j. Monitor subsidized waiting list openings to ensure that they are using their affirmative fair marketing plans to advertise openings;
- k. Challenge subsidized waiting list openings that do not comply with state or federal regulations or do not comply with the fair housing laws;
- l. Train staff at 10 shelters for the homeless on the fair housing laws to ensure that they are not denying shelter for illegal discriminatory reasons.

**(2) Increase the access of people in the protected classes to the existing supply of housing by preventing foreclosure and investigating the mortgage lending industry to determine if there is discrimination.**

- a. Teach 5 classes to provide information on the legal foreclosure process to at least 25 households facing foreclosure, locations include Norwalk, Stamford, New Haven and Hartford;
- b. Distribute, and if necessary, reprint, the CFHC's "Representing Yourself in Foreclosure: A Guide for Connecticut Homeowners" to at least 500 Connecticut residents;
- c. Expand homeowners' access to legal advice on foreclosure prevention by assisting the Judicial Branch with its foreclosure advice tables by providing at least 75 hours of legal advice, training, and outreach support to the Judicial Branch and the volunteer attorneys participating in the program;

- d. Provide at least 135 hours of legal representation to homeowners in foreclosure by appearing at a "lawyer for the day program" in foreclosure court at least once every month;
- e. Complete at least 70 intakes for homeowners in foreclosure and provide at least 450 hours of legal advice on the issues presented;
- f. Represent at least 10 homeowners in foreclosure in an effort to save their home and/or obtain a mortgage modification;
- g. Accept calls and emails and offer assistance on how to obtain mortgage modifications to members of the private bar representing homeowner's pro-bono in foreclosure for at least 100 hours;
- h. Distribute CFHC's Moving Forward Guide for homeowners' to at least 1,000 Connecticut residents who are buying a home.

**(3) Provide training for applicants and recipients of Department of Housing funding.**

- a. Participate in Small Cities Application Workshop;
- b. Meet with at least 100 recipients and/or applicants for funding from HUD or through the Small Cities' CDBG program to present the results of the 2020 Analysis of Impediments to Fair Housing Choice;
- c. Provide training for applicants and recipients of DOH and HUD funding on Affirmative Fair Housing Marketing Plans and Tenant Selection Plans.

**(4) Increase monitoring and enforcement of fair housing laws and policies.**

- a. Perform at least 5 rental tests to determine if subsidized landlords are evaluating eviction records on a case-by-case basis;
- b. Monitor the performance of homeless shelters to determine if there is discrimination based on disability performing at least 5 fair housing tests;
- c. If discrimination is found as the result of any of the CFHC's monitoring activities, determine and implement next steps to ensure compliance with the anti-discrimination laws.

**(5) Mobility Counseling.**

- a. Provide 25 families being displaced from public or subsidized with information about the fair housing laws and information about how to move to new housing that meets their family's needs;
- b. Distribute 50 copies of the Center's Moving Forward Guide for Renters to ensure that people who must move have access to information about the fair housing and landlord/tenant laws;
- c. Assist 15 families who are moving by requesting reasonable accommodations, challenging arbitrary rent reasonableness standards, and filing complaints against landlords who refuse to accept housing choice vouchers.

**SCHEDULE B**

**PROGRAM BUDGET**

[Program Budget Follows on Next Page]

CONNECTICUT FAIR HOUSING CENTER

Budget Period: From 7 / 1 / 19 To 6 / 30 / 20

Original X  
Revision \_\_\_\_\_

Sponsor's Name CT Fair Housing Center FEIN #: 06-1453727

Project Name Fair Housing Activities

Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Total Units: N/A Unit Mix: OBR \_\_\_\_\_ 1BR \_\_\_\_\_ 2BR \_\_\_\_\_ 3BR \_\_\_\_\_ 4BR \_\_\_\_\_

DOH FUNDS: Grant(s) \$ 670,000  
Loan(s) \$ \_\_\_\_\_

OTHER FUNDS: Grant(s) \$ 1,261,028  
Loan(s) \$ +  
Equity- \$ \_\_\_\_\_

TOTAL DEVELOPMENT COST \$ 1,931,028

I Request Approval of the Project Development Budget and Financing Plan

Connecticut Fair Housing Center

Sponsor

Erin Kemple  
Erin Kemple, Executive Director

7/24/19  
Date

DEPARTMENT OF HOUSING USE ONLY

Approved By:

Michael Santoro  
Michael Santoro  
CD Specialist

Selia Mosquera-Bruno  
Selia Mosquera-Bruno  
Commissioner

8/14/19  
Date

8-1-19  
Date

## Fair Housing Center

Account	Line Item	DOH Current Approved Budget	Total Previously Drawn	Balance Available	This Request	New Balance
<b>Administrative Costs</b>						
1415.1	Salaries	\$ 449,131	\$ -	\$449,131		\$449,131
1415.2	Accounting	\$ 12,600	\$ -	\$12,600	\$ -	\$12,600
1415.3	Audit	\$ 3,570	\$ -	\$3,570	\$ -	\$3,570
1415.5	Travel	\$ 8,696	\$ -	\$8,696	\$ -	\$8,696
1415.6	Office Rent	\$ 26,079	\$ -	\$26,079	\$ -	\$26,079
1415.7	Pensions and Other	\$ 20,438	\$ -	\$20,438	\$ -	\$20,438
1415.8	Fringe Benefits	\$ 75,824	\$ -	\$75,824	\$ -	\$75,824
1415.9	Payroll Taxes	\$ 35,993	\$ -	\$35,993	\$ -	\$35,993
1415.10	Office Expenses	\$ 18,523	\$ -	\$18,523	\$ -	\$18,523
1415.11	Communications	\$ 11,550	\$ -	\$11,550	\$ -	\$11,550
1415.12	Advertising	\$ 350	\$ -	\$350	\$ -	\$350
1415.13	Insurance	\$ 6,371	\$ -	\$6,371	\$ -	\$6,371
1415.14	Tech Support	\$ 875	\$ -	\$875	\$ -	\$875
	<b>Total Administration</b>					\$0
1494	Administration					\$0
	Other 1	\$0.00		\$0.00		\$0
	Other 2	\$0.00		\$0.00		\$0
	<b>Total Other Dev.</b>	\$670,000.00	\$0.00	\$670,000.00	\$0.00	\$670,000
<b>Soft Cost Contingency</b>						
1500	Soft Cost Contingency	\$0.00		\$0.00		\$0
						\$0
	<b>Total Soft Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0
	<b>Total Project Costs</b>	\$670,000.00	\$0.00	\$670,000.00	\$0.00	\$670,000



## Budget Justification

### DOH & Agency Grant Budgets

Service Provider: Connecticut Fair Housing Center Inc

#### Personnel

2020

Employee Name	Annual Salary	DOH Share	Agency Share	Total Agency
Erin Kemple		\$ 24,500	\$	\$
Greg Kirschner		\$ 23,759		
Jeff Gentes		\$ 27,286		
Education and Oureach		\$ 5,500		
Salmun Kazerounian		\$ 17,004		
Jessica Labrencis		\$ 37,280		
Maria Cuerda		\$ 7,485		
James Dresser		\$ 11,121		
Pam Heller		\$ 25,935		
Sarah White		\$ 46,375		
Loraine Martinez		\$ 73,427		
Loretta Martina		\$ 61,781		
Fionnula Darby Hudgens		\$ 17,250		
David Lavery		\$ 26,801		
Letty Ortiz		\$ 39,627		
Various Testers		\$ 4,000		
<b>Total Personnel</b>	<b>1,190,957</b>	<b>\$ 449,131</b>	<b>741,826</b>	<b>1,190,957</b>

#### Fringe Benefits

Benefit	Fringe Rate	DOH Fringe Benefits	Agency Share Fringe Benefits	Total Agency
FICA		31,474		
SUTA of 1st \$15,000		4,519		
Pension		20,175		
Workers Comp		262		
Health, Life, Dental Insurance		75,824		
	<b>391,960</b>	<b>132,254</b>	<b>259,706</b>	<b>391,960</b>

#### Total Fringe Benefits

#### Office Expenses

Occupancy Expense	74,514	26,080	48,434	74,514
Telephone	6,000	2,100	3,900	6,000
Travel	30,000	8,696	21,304	30,000
Printing/Copying	40,000	5,680	34,320	40,000
5145-00 - Program Advertising	1,000	350	650	1,000
Supplies	9,825	3,439	6,386	9,825
Postage	6,695	2,343	4,352	6,695
Equipment Lease	6,674	2,336	4,338	6,674
Equipment Purchases	2,000	700	1,300	2,000
Equipment Repairs	1,000	350	650	1,000
Tech. Support	2,500	875	1,625	2,500
Reference Material	4,500	1,575	2,925	4,500
Audit	10,200	3,570	6,630	10,200
Accounting	36,000	12,600	23,400	36,000
Legal Expert	16,000	-	16,000	16,000
Consultant	25,000	-	25,000	25,000

Meeting Expense	3,000	1,050	1,950	3,000
Event Expense	25,000	-	25,000	25,000
Training Expenses	1,000	350	650	1,000
Insurance	3,203	1,121	2,082	3,203
Miscellaneous	2,000	700	1,300	2,000
Attorney Ins & Taxes	15,000	5,250	9,750	15,000
Case Costs	25,000	8,750	16,250	25,000
Legal Research Costs	2,000	700	1,300	2,000
<b>Total Office Expenses</b>	<b>348,111</b>	<b>88,615</b>	<b>259,496</b>	<b>348,111</b>

<b>Total Grant Budgets</b>	<b>\$ 1,931,028</b>	<b>\$ 670,000</b>	<b>\$ 1,261,028</b>	<b>\$ 1,931,028</b>
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FY2020 totals \$ 670,000

**SCHEDULE C**

**PROGRAM TIMETABLE**

[Program Timetable Follows on Next Page]

## TIMELINE FOR PERFORMANCE

TASK	TIMELINE	OUTCOMES
Perform intakes and give fair housing advice to at least 150 Connecticut households;	Quarterly	
Investigate at least 120 complaints of discrimination;	Quarterly	
Assist at least 25 Connecticut residents with disabilities in requesting reasonable accommodations and reasonable modifications;	Quarterly	
Obtain reasonable accommodations and reasonable modifications for at least 15 Connecticut households without litigation or court action;	Quarterly	
Perform at least 15 tests designed to investigate any claims of housing discrimination;	Quarterly	
Provide at least 900 hours of legal assistance to the victims of housing discrimination;	Quarterly	
Open up at least 150 units of housing to Connecticut residents in the protected classes.	Quarterly	
Provide information on the fair housing laws either orally or in writing to at least 250 victims of housing discrimination to ensure that they understand their rights and responsibilities under the fair housing laws.	Quarterly	
Distribute CFHC's "Statewide Moving Forward" guide to at least 900 Connecticut residents;	Quarterly	
Monitor subsidized waiting list openings to ensure that they are using their affirmative fair marketing plans to advertise openings	Quarterly	
Challenge subsidized waiting list openings that do not comply with state or federal regulations or do not comply with the fair housing laws	Quarterly	
Train staff at 10 shelters for the homeless on the fair housing laws to ensure that they are not denying shelter for illegal discriminatory reasons	Quarterly	
Teach 5 classes to provide information on the legal foreclosure process to at least 25 households	Quarterly	

facing foreclosure, locations include Norwalk, Stamford, New Haven and Hartford;		
Distribute, and if necessary, reprint, the CFHC' "Representing Yourself in Foreclosure: A Guide for Connecticut Homeowners" to at least 500 Connecticut residents;	Quarterly	
Expand homeowners' access to legal advice on foreclosure prevention by assisting the Judicial Branch with its foreclosure advice tables by providing at least 75 hours of legal advice, training, and outreach support to the Judicial Branch and the volunteer attorneys participating in the program;	Quarterly	
Provide at least 135 hours of legal representation to homeowners in foreclosure by appearing at a "lawyer for the day program" in foreclosure court at least once every month;	Quarterly	
Complete at least 70 intakes for homeowners in foreclosure and provide at least 450 hours of legal advice on the issues presented;	Quarterly	
Represent at least 10 homeowners in foreclosure in an effort to save their home and/or obtain a mortgage modification;	Quarterly	
Accept calls and emails and offer assistance on how to obtain mortgage modifications to members of the private bar representing homeowner's pro-bono in foreclosure for at least 100 hours;	Quarterly	
Distribute CFHC's Moving Forward Guide for homeowners' to at least 1,000 Connecticut residents who are buying a home;	Quarterly	
Participate in Small Cities Application Workshop	Quarter 3	
Meet with at least 100 recipients and/or applicants for funding from HUD or through the Small Cities' CDBG program to present the results of the 2020 Analysis of Impediments to Fair Housing Choice	Quarters 3 – 4	
Perform at least 5 rental tests to determine if subsidized landlords are evaluating eviction records on a	Quarters 3 – 4	

case-by-case basis		
Monitor the performance of homeless shelters to determine if there is discrimination based on disability performing at least 5 fair housing tests;	Quarters 3 – 4	
If discrimination is found as the result of any of the CFHC's monitoring activities, determine and implement next steps to ensure compliance with the anti-discrimination laws.	Quarterly	
Provide 25 families being displaced from public or subsidized with information about the fair housing laws and information about how to move to new housing that meets their family's needs	Quarterly	
Distribute 50 copies of the Center's Moving Forward Guide for Renters to ensure that people who must move have access to information about the fair housing and landlord/tenant laws	Quarterly	
Assist 15 families who are moving by requesting reasonable accommodations, challenging arbitrary rent reasonableness standards, and filing complaints against landlords who refuse to accept housing choice vouchers	Quarterly	

## SCHEDULE D

### INSURANCE REQUIREMENTS

(a) Grantee shall procure and maintain for the duration of this Agreement, and shall cause each Project Borrower to procure and maintain (as applicable), the following types of insurance, in amounts not less than the stated limits, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder.

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the occurrence limit.

2. Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000.00 each accident, \$500,000.00 Disease – Policy limit, \$100,000.00 each employee.

3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.

4. Directors and Officers Liability: \$1,000,000 per occurrence limit of liability; provided however, that Directors and Officers Liability insurance shall not be required for limited liability companies or limited partnerships.

5. Comprehensive Crime Insurance: \$100,000.00 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), Theft Disappearance and Destruction (Form C), Robbery/Safe burglary (Form D).

6. Builders Risk: (Construction Phase). With respect to any work involving the construction of real property during the construction Project, the Grantee or the Project Borrower, as applicable, shall maintain or cause to be maintained Builder's Risk insurance providing coverage for the entire work on the Project Property. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the Project. The Grantee agrees to endorse the State of Connecticut as Loss Payee.

7. Property Insurance: (Post Construction). The Grantee or the Project Borrower, as applicable, shall, with respect to any Project Property, maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) which are approved by the Federal Emergency Management Agency (FEMA) or its successors at 100% of Replacement Value for such real and personal property improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut shall be listed as a loss payee.

#### (b) Additional Insurance Provisions.

1. The State of Connecticut Department of Housing, its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy: Additional Insured status

is not required for items (a) 2 through (a) 7 above.

2. Described insurance shall be primary coverage and Grantee and Grantee's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.

3. Grantee or the Project Borrower shall assume any and all deductibles in the described insurance policies.

4. Without limiting the obligation to procure and maintain insurance for the duration identified in (a) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut with the exception that a ten (10) day prior written notice by certified mail return receipt requested for nonpayment of premium is acceptable.

5. Each policy shall be issued by an insurance company licensed to do business by the Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by DOH.



**SCHEDULE E**

INTENTIONALLY OMITTED.

**SCHEDULE F**

INTENTIONALLY OMITTED.

## SCHEDULE G

### LAWS, REGULATIONS, RULES, EXECUTIVE ORDERS, EMPLOYMENT PRACTICES AND NONDISCRIMINATION

1. Compliance with Local, State and Federal Laws, and Maintenance of Property. In the administration and execution of the Program, the Grantee shall comply with all pertinent provisions of local, State and Federal law applicable to it and/or its properties and/or its business, and maintain its property in good repair. Failure to do so shall constitute an Event of Default by the Grantee under this Agreement.

2. Compliance with Nondiscrimination and Affirmative Action in accordance with CGS § 4a-60. The Grantee agrees to provide each labor union or representative of workers with which the Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which the Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment.

Specifically, but not by way of limitation, the Grantee agrees to the following:

(A) Definitions. For the purposes of subsection (B) of this Schedule G, the following terms are defined as follows:

1. **"Commission"** means the Connecticut Commission on Human Rights and Opportunities

2. **"Contract"** and **"contract"** means this Agreement and any extension or modification of this Agreement;

3. **"Contractor"** means the Grantee and includes any successors or assigns of the Grantee;

4. **"Gender identity or expression"** means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

5. **"Good faith"** means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

6. **"Good faith efforts"** shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

7. **"Marital status"** means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

8. **"Mental disability"** means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

9. **"Minority business enterprise"** means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; and

10. **"Public works contract"** means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of subsection (B) of this Schedule G, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(B) Nondiscrimination.

1. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.

2. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission.

3. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor agrees to comply with each provision of CGS §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to CGS §§ 46a-56, 46a-68e, 46a-68f and 46a-86.

5. The contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of CGS §§ 4a-60 and 46a-56.

6. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

7. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under CGS § 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

8. The contractor agrees to comply with each provision of CGS § 4a-60a and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and

9. The contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of CGS §§ 4a-60a and 46a-56.

If the contract is a public works contract, the contractor agrees and warrants that he or she will make good faith efforts to employ Minority business enterprises as subcontractors and suppliers of materials on such public works project.

Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of Minority business enterprises in public works projects. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The contractor shall include the provisions of subsections (1) through (9) of this subsection (B) in every subcontract or purchase order entered into in order to fulfill any obligation of the contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

State and the State may so enter.

The contractor agrees to comply with the statutes, regulations, and other legal requirements referred to in this subsection (B) as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of the Contract and any amendments thereto.

3. Campaign Contribution and Solicitation Prohibitions. For all State contracts, as defined in CGS § 9-612, as amended from time to time, having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Grantee's authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." The notice, formerly SEEC Form 11, is attached hereto as Schedule H and is made a part hereof.

4. Compliance with Executive Orders.

(A) Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Grantee agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(B) Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

(C) Executive Order No. 16. This Agreement is subject to, and Grantee hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

(D) Executive Order No. 14 and Executive Order No. 49. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 49 of Governor Dannel P.

Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Grantee's request, the State shall provide a copy of these orders to the Grantee.

5. Summary of State Ethics Laws. Pursuant to the requirements of CGS § 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to CGS § 1-81b is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

6. Intentionally Omitted.

7. Intentionally Omitted.

**SCHEDULE I**

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE  
STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

[Notice Follows on Next Page]





## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**SEEC FORM 10**

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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**Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations*****Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents***

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

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"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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**ACKNOWLEDGEMENT OF RECEIPT**

Erin Kemple  
SIGNATURE

7/24/19  
DATE (mm/dd/yyyy)

**NAME OF SIGNER**

First Name

Erin I

MI

Last Name

Kemple

Suffix

**TITLE**

Executive Director

**COMPANY NAME**

Connecticut Fair Housing Center

Additional information may be found on the website of the State Elections Enforcement Commission,  
[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

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**STATE OF CONNECTICUT**  
**CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE**  
**AUTHORIZED TO EXECUTE CONTRACT**

*Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10*

**INSTRUCTIONS:**

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

**CERTIFICATION:**

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Fair Housing Center

Contractor Name

Department of Housing

Awarding State Agency

Seila Mosquera-Bruno

State Agency Official or Employee Signature

Seila Mosquera-Bruno

Printed Name

8/1/19

Date

Commissioner

Title

Sworn and subscribed before me on this 1st day of August, 2019.

Bernadette Tallarita

Commissioner of the Superior Court  
or Notary Public

My Commission Expires

Bernadette Tallarita  
Notary Public  
My Commission Expires 03/31/2021



# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.*

## INSTRUCTIONS:

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

\_\_\_\_\_  
Description of Services Provided:

Is the consultant a former State employee or former public official? ☐ YES ☒ NO

If YES:

\_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Erin Kemple  
Printed Name of Bidder or Contractor

Erin Kemple  
Signature of Principal or Key Personnel

7/24/19  
Date

Conn. Fair Housing Center  
Printed Name (of above)

DOH  
Awarding State Agency

Sworn and subscribed before me on this 24 day of July, 2019.

Linda G. Mathis  
Commissioner of the Superior Court  
or Notary Public

7/31/2019  
My Commission Expires





**STATE OF CONNECTICUT**  
**AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

*Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

**CHECK ONE:**

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☒ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**IMPORTANT NOTE:**

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Erin Kemple  
Signature

9/24/19  
Date

Erin Kemple  
Printed Name

Executive Director  
Title

Conn. Fair Housing Center  
Firm or Corporation (if applicable)

60 Papieluszko Court  
Street Address

Hartford  
City

CT 06106  
State Zip

DOH  
Awarding State Agency

DEPARTMENT OF HOUSING  
STATE OF CONNECTICUT  
(AN EQUAL OPPORTUNITY EMPLOYER)  
**CERTIFIED RESOLUTION OF THE GOVERNING BODY**

I, Christian Sager, President of the Board of Directors, certify that below is a true and correct copy of a  
(Name of Official) (Title of Official)


resolution duly adopted by Connecticut Fair Housing Center, Inc.  
(Name of the Applicant)

at a meeting of its Board of Directors  
(Governing Body)

duly convened on June 20, 2019 and which has not been rescinded or modified in  
(Meeting Date)

any way whatsoever and is at present in full force and effect.

7/21/2019  
(Date)

 - Board President  
(Signature and Title of Official)

SEAL

**WHEREAS**, pursuant to P.A. 19-117, An Act Concerning the State Budget FY2020 - 2021  
(State Statutory Reference)

the Connecticut Department of Housing is authorized to extend financial assistance for housing development projects; and **WHEREAS**, it is desirable and in the public interest

that the Connecticut Fair Housing Center, Inc. make an application to the State for  
(Applicant)

\$ 670,000 in order to undertake the Fair Housing Enforcement and Education Program  
(Name and Phase of Project)

and to execute an Assistance Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE**  
**Board of Directors**

(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by  
P.A. 19-117, An Act Concerning the State Budget FY2020 - 2021  
(State Statutory Reference)
2. That the filing of an application for State financial assistance by  
Connecticut Fair Housing Center, Inc.  
(Applicant)

in an amount not to exceed \$ 670,000 is hereby approved and that

Erin Kemple, Executive Director

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Housing, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of

Connecticut Fair Housing Center, Inc.

(Name of Applicant)